

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Shauntez Day,
Plaintiff,
v.
MidFirst Bank; Midland Mortgage; Quality Loan Service Corporation; McCarthy & Holthus LLP; and DOES 1 through 10, inclusive,
Defendants.
Case No.: _____

2:25-cv-00885-JAD-NJK

VERIFIED COMPLAINT FOR DECLARATORY RELIEF, INJUNCTIVE RELIEF, DAMAGES, AND CONSTITUTIONAL VIOLATIONS

I. INTRODUCTION

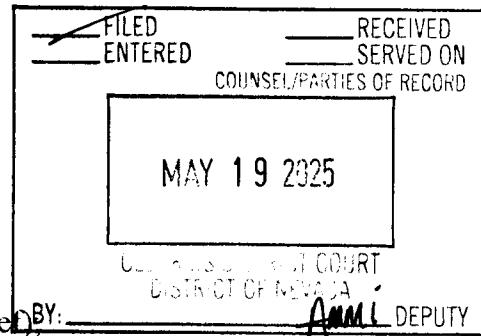
Plaintiff, **Shauntez Day**, a private living man and equitable owner of real property located in Clark County, Nevada, brings this verified complaint to redress multiple violations of federal law, state law, equity, and public policy stemming from unlawful foreclosure proceedings, administrative default, concealment of material facts, and lack of lawful standing by the Defendants.

Plaintiff asserts that the alleged mortgage agreement is void *ab initio* due to jurisdictional defects, nondisclosure of securitization, constructive fraud, and a failure to satisfy basic requirements of lawful contract formation, including consideration. Plaintiff further alleges that Defendants failed to respond to properly served administrative notices, resulting in legal default, dishonor, and estoppel by acquiescence.

II. JURISDICTION AND VENUE

Jurisdiction is proper under:

- 28 U.S.C. § 1331 (Federal question);
- 28 U.S.C. § 1343 (Civil rights violations);
- 28 U.S.C. § 2201–2202 (Declaratory and injunctive relief);
- 12 U.S.C. §§ 84, 632, 1843, and relevant banking statutes;
- 42 U.S.C. § 1983, deprivation of rights under color of law.



Venue is proper under **28 U.S.C. § 1391(b)** because:

1. The events occurred in this District;
2. The Subject Property is located in Clark County, Nevada;
3. All Defendants conduct or conducted business in this jurisdiction.

III. PARTIES

- **Plaintiff Shauntez Day** is a natural person domiciled in Nevada and equitable owner of the Subject Property located at **6855 Desert Island Street, Las Vegas, NV 89149**.
- **Defendant MidFirst Bank** is a foreign banking institution operating under an Edge Act charter and is prohibited from engaging in domestic retail mortgage origination under **12 U.S.C. § 1843** and **12 CFR § 347.105**.
- **Defendant Midland Mortgage** is a division of MidFirst Bank and purports to service loans under MidFirst's authority.
- **Defendant Quality Loan Service Corporation** is a trustee involved in foreclosure actions without lawful standing or perfected assignment.
- **Defendant McCarthy & Holthus LLP** is legal counsel for debt collection and foreclosure activities on behalf of the above-named financial institutions.
- **DOES 1–10** are individuals or entities that aided, abetted, or conspired with the named Defendants.

IV. STATEMENT OF FACTS

1. Plaintiff executed a promissory note and deed of trust allegedly securing an obligation which has since been **satisfied and stamped PAID IN FULL**.
2. Defendants have failed to record this satisfaction with the County Recorder or produce any valid instrument establishing legal standing to enforce any interest.
3. Plaintiff has received **fraudulent foreclosure notices** based on a **facially defective and unverified copy** of a promissory note that lacks:
 - Dual-party signatures;
 - Original wet-ink verification;
 - Red satisfaction stamp;
 - Proper notary authentication.
4. Defendants were served with:
 - **Cease and Desist**;
 - **Demand for Set-Off and Accounting**;
 - **Notice of Fatal Jurisdictional Defect**;
 - **Notice of Fault and Opportunity to Cure**;
 - **Judicial Affidavit of Fact (Final Default and Dishonor)**.

None were rebutted or cured, resulting in **administrative estoppel and commercial dishonor** under UCC Articles 1, 3, and 9.

5. The **note and deed of trust have been bifurcated**, violating the rule that both must remain joined to enforce any mortgage lien (see *Carpenter v. Longan*, 83 U.S. 271 (1872)).
6. Plaintiff was compelled to list the property for sale under duress to preserve equity due to the threat of wrongful foreclosure, damage to credit, and emotional distress.

V. CLAIMS FOR RELIEF

Each claim fully incorporates all preceding paragraphs.

First Claim – Declaratory Judgment (28 U.S.C. § 2201)

- Plaintiff seeks a judicial declaration that Defendants lack lawful standing and the mortgage is void, extinguished, or satisfied in full.

Second Claim – Quiet Title (NRS Chapter 40)

- Plaintiff seeks a decree quieting title in Plaintiff's name due to unproven adverse claims, fraudulent assignments, and defects in chain of title.

Third Claim – Fraud and Misrepresentation

- Defendants knowingly misrepresented the authority to collect on a mortgage debt that had been satisfied and concealed securitization activities.

Fourth Claim – RESPA Violations (12 U.S.C. § 2605)

- Defendants failed to respond to qualified written requests or notices of dispute, entitling Plaintiff to actual and statutory damages.

Fifth Claim – Constructive Fraud (Nevada Law)

- Defendants breached fiduciary duties through omission and concealment of material facts regarding securitization and servicing.

Sixth Claim – Unjust Enrichment

- Defendants collected payments under false pretenses and should return all funds paid under the mistaken belief of a valid debt.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff Shauntez Day respectfully demands judgment in his favor and against all named Defendants, jointly and severally, as follows:

1. **Declaratory Judgment** that the mortgage debt has been lawfully satisfied, extinguished, or rendered void ab initio due to fraud, lack of consideration, unlawful securitization, or fatal defects in contract formation;
2. **Quiet Title** to the Subject Property in Plaintiff's name, free and clear of any claims or encumbrances asserted by Defendants or their agents, successors, or assigns;
3. **Permanent Injunctive Relief** prohibiting Defendants from engaging in any foreclosure activity, debt collection, credit reporting, or enforcement related to the alleged mortgage obligation;
4. **Restitution of All Payments** made by Plaintiff under the mortgage agreement, including but not limited to principal payments, escrow payments, HOA fees, taxes, insurance, and interest, in an amount to be determined at trial;
5. **Disgorgement of All Unjust Gains** derived from the securitization, monetization, pledging, trading, or assignment of Plaintiff's promissory note or collateral interest, including any profits, yields, or trust-related revenue obtained without Plaintiff's knowledge, consent, or benefit;
6. **Compensatory Damages** for emotional distress, financial duress, credit damage, reputational harm, loss of equity, and other tangible and intangible injuries in an amount no less than **\$750,000.00**;
7. **Treble Damages** under *Leviticus 6:2-5*, for intentional concealment, unjust enrichment, wrongful retention of deposits, and denial of rightful ownership, in an amount estimated to exceed **\$1,050,000.00**;
8. **Punitive Damages** for fraudulent conduct, willful misconduct, and malicious intent in engaging in foreclosure proceedings without lawful standing, in an amount deemed appropriate by this Court but not less than **\$1,000,000.00**;
9. **Return of Original Instruments** or certified accounting and evidence of destruction or trading thereof, including:
 - The wet-ink original promissory note;
 - The original or reconveyed deed of trust;
 - All assignment records and servicing transfer documents;
 - Call Reports, RC-Balance Sheets, and Verification of Deposits as demanded in prior notices;
10. **Equitable Accounting and Full Discovery** of all transactions, trusts, securities, custodial transfers, or profits involving Plaintiff's mortgage instrument or property interest;
11. **Costs of Suit**, filing fees, and other reasonable costs incurred in prosecution of this action;
12. **Other Relief** as the Court may deem just, lawful, and equitable in light of Defendants' misconduct and Plaintiff's constitutional rights and equitable standing as the true party of interest.

VII. VERIFICATION

I, Shauntez Day, declare under penalty of perjury under the laws of the United States that the foregoing Verified Complaint is true and correct to the best of my knowledge, information, and belief.

Executed this 1st day of May, 2025
in the State of Nevada.

Signature: 
Shauntez Day, Pro Se Plaintiff

EXHIBIT A

Judicial Affidavit of Fact – Final Entry of Default, Dishonor, and Estoppel

This affidavit serves as formal evidence that the Defendants were duly noticed through a series of administrative correspondences, which remain unrebutted under penalty of perjury. It establishes that all lawful demands and opportunities to cure have been ignored, resulting in default in law and commerce. This affidavit is incorporated as part of the Verified Complaint and is submitted for the Court's record.

Attached Registered Mail Receipts and Return Green Cards (USPS Form 3811):

The following certified mail documents are attached as evidence of delivery and receipt by the named Defendants. These confirm the lawful service of prior administrative notices, supporting the affidavit's legal effect:

- Certified Mail Receipts
- Return Green Cards (signed USPS Form 3811s)
- USPS Tracking Records

JUDICIAL AFFIDAVIT OF FACT

(Exhibit A)

Shauntez Adair Day
6855 Desert Island Street
Las Vegas, Nevada 89149
Phone: (702) 403-6163
Email: tezzi80@gmail.com

STATE OF NEVADA COUNTY OF CLARK

I, **Shauntez Adair Day**, being over the age of 18, competent to testify, and having firsthand knowledge of the facts herein, do solemnly affirm and declare under penalty of perjury under the laws of the United States of America and the State of Nevada, that the following statements are true, correct, and complete to the best of my knowledge and belief:

I. STATEMENT OF INTEREST AND STANDING

1. I am the **equitable, legal, and beneficial owner** of the real property located at **6855 Desert Island Street, Las Vegas, Nevada 89149** ("Subject Property"), and possess full standing to assert all claims related to title, mortgage, and foreclosure rights.
2. I am the true party in interest and the aggrieved party in connection with an alleged mortgage obligation involving:
 - **MidFirst Bank**,
 - **Midland Mortgage** (its servicing division), and
 - **Quality Loan Service Corporation** (purported trustee/foreclosure agent).
3. The referenced loan account is: #**58990636**.
4. I have acted in honor and good faith at all times and made lawful attempts to resolve any purported debt by requesting **validation, verification, and authority to enforce** the obligation under state and federal law.

II. ADMINISTRATIVE NOTICE HISTORY

Pursuant to federal and commercial law, I lawfully issued the following notices by **Certified U.S. Mail with Return Receipt**, the records of which are retained and available as Exhibits:

1. **March 24, 2025 – Cease and Desist Notice:** Instructing all named parties to cease collection and foreclosure activities pending verification.
2. **March 31, 2025 – Demand for Accounting and Disclosure:** Requiring full chain of title, original wet-ink promissory note, proof of funding, and collateral disclosure under TILA, RESPA, FDCPA, and Federal Reserve guidelines.
3. **April 9, 2025 – Notice of Fatal Jurisdictional Defect:** Asserting fraud in origination, separation of note and deed, and lack of standing based on PSA violations and UCC deficiencies.
4. **April 17, 2025 – Notice of Fault and Final Opportunity to Cure:** Providing Respondents 7 calendar days to cure all prior defaults by producing verified, sworn documentation under penalty of perjury.

III. FACTUAL FINDINGS AND CONCLUSIONS

5. As of the date of this affidavit, **none of the named Respondents have produced:**
 - A verifiable and authenticated **original promissory note** signed in wet ink;
 - A complete **chain of title or assignment history**;
 - A full and sworn **ledger or accounting**;
 - A **notarized rebuttal** or affidavit under penalty of perjury addressing my lawful claims.
6. I have received **only unverified statements, copies, or documents not in compliance** with commercial law, equity, or judicial evidentiary standards.
7. Pursuant to **UCC §§ 3-501, 3-303, and 9-210**, failure to validate or verify the obligation constitutes a **default in law, fact, and commerce**.
8. As a result, I now enter the following conclusions as **self-executing legal findings**, unrebutted on the public and private record:
 - The **alleged mortgage debt is void, discharged, or unenforceable**;
 - **Respondents lack standing, legal capacity, or perfected security interest**;
 - I retain **full equitable and legal title to the Subject Property**, free of lawful encumbrance.

IV. LAWFUL RECORD AND PRESERVATION OF RIGHTS

9. This affidavit shall serve as **Exhibit A** to any future legal proceedings, including but not limited to:
 - **Quiet Title Action**;
 - **Complaint for Declaratory and Injunctive Relief**;
 - **Claim for Damages and Equitable Restitution** under federal consumer and banking law.

10. I reserve all unalienable rights under:

- The U.S. Constitution and Constitution of the State of Nevada;
- The Uniform Commercial Code (UCC Articles 1, 3, 8, 9);
- Truth in Lending Act (15 U.S.C. § 1601 et seq.);
- Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.);
- Fair Debt Collection Practices Act (15 U.S.C. § 1692 et seq.);
- Federal Reserve Act and Public Law 89-485, § 23;
- Equity, Natural Law, and Leviticus 6:2–5 (treble remedy for wrongful retention and harm).

11. Nothing herein shall be construed as a waiver of any rights, remedies, protections, or claims — all are expressly reserved without prejudice pursuant to **UCC 1-308**.

Executed this 15 day of May, 2025

in the County of Clark, State of Nevada.

Respectfully submitted,



Shauntez Adair Day

Affiant, Real Party in Interest

State of Citizenship: Nevada

All Rights Reserved – Without Prejudice – UCC 1-308

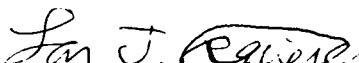
NOTARY ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF CLARK

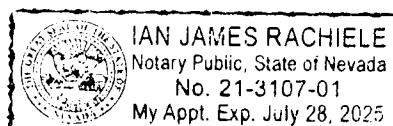
On this 15 day of May, 2025, before me, a Notary Public in and for said State and County, personally appeared **Shauntez Adair Day**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal.



Notary Public Signature

My Commission Expires: 07-28-25



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY																	
<ul style="list-style-type: none"> ■ Complete Items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </p> <p>B. Received by (Printed Name) R. Brown</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>																	
<p>1. Article Addressed to:</p> <p>Quality Loan Service Corporation McCarthy & Holthus 2763 Camino Del Rio South San Diego, CA 92108</p> <p></p> <p>9590 9402 9210 4295 4443 54</p>		<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input checked="" type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input checked="" type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																		
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<input type="checkbox"/> Insured Mail																			
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																			
<p>2. Article Number (Transfer from service label)</p>																			

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Registered No.

RF84178424US

Date Stamp

To Be Completed By Post Office	Postage \$ 1.77	Extra Services & Fees (continued) <input type="checkbox"/> Signature Confirmation \$ _____ <input type="checkbox"/> Signature Confirmation Restricted Delivery \$ _____
	Extra Services & Fees <input type="checkbox"/> Registered Mail \$ 0.00 <input type="checkbox"/> Return Receipt (hardcopy) \$ 1.00 <input type="checkbox"/> Return Receipt (electronic) \$ 0.00 <input type="checkbox"/> Restricted Delivery \$ 0.00	Total Postage & Fees \$ 2.77
Customer Must Declare Full Value \$ 25,000.00		Received by R. Brown 12/21/2025
Domestic Insurance up to \$50,000 is included based upon the declared value. International indemnity is limited. (See Reverse).		

To Be Completed By Customer (Please Print) All Entries Must Be In Ballpoint or Typed	FROM	Shawn Brown 10855 Desert Island St Las Vegas Nevada 89149
	TO	Quality Loan Service Corporation McCarthy & Holthus 2763 Camino Del Rio South San Diego, CA 92108

EXHIBIT B

Original Promissory Note – Marked Paid in Full

This exhibit contains five (5) pages, which together establish that the underlying loan obligation has been fully satisfied, discharged, and extinguished.

The attached documents include:

- The original promissory note signed in blue ink by both parties
- A red 'Paid in Full' stamp across the face of the instrument
- Pages confirming full repayment, without assignment or further encumbrance

This evidence supports Plaintiff's claims that no lawful debt remains, and that any attempt to enforce this note constitutes fraud, double-dipping, and unjust enrichment.

This document is offered as a true and complete representation of the original contract, now fully executed, satisfied, and no longer enforceable.

Reconveyances
425 Phillips Boulevard
Ewing, NJ 08618

SHAUNTEZ DAY
6855 DESERT ISLAND ST
LAS VEGAS, NV 89149

02/17/2020

Reference To:
Loan Number: 0112347877
Property Address: 6855 DESERT ISLAND ST
LAS VEGAS, NV 89149

Dear Borrower(s):

Please find enclosed the original mortgage documents for the above-referenced loan, which has been paid in full.
These documents should be retained as proof that your mortgage loan has been satisfied.

Thank you for the opportunity to service your loan.

Hours of Operation:
Customer Service: Monday - Friday, 8:30 AM to 08:00 PM ET
Collections Dept.: Monday - Friday, 8:30 AM to 08:00 PM ET

Sincerely,

Satisfactions Department
1-800-223-6527

Enclosure

No



409541901

*DAVID JAE FERRELL**ROBERT W. HARRIS**10-23-2019***NOTE****DAY**

Loan #: 102949307

MIN: 100853701029493078

Case #: 45-45-6-3051006

**NOTICE: THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE
DEPARTMENT OF VETERANS AFFAIRS OR ITS
AUTHORIZED AGENT.**

JULY 20, 2018
[Date]FOOTHILL RANCH,
[City]CALIFORNIA
[State]6855 DESERT ISLAND ST, LAS VEGAS, NV 89149
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$473,275.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is LOANDEPOT.COM, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.000%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on SEPTEMBER 1, 2018. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on AUGUST 1, 2048, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO BOX 11733, NEWARK, NJ 07101-4733 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$2,259.49.

4. BORROWER'S RIGHT TO PREPAY

MULTISTATE FIXED RATE NOTE--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

58.45

Page 1 of 4

Form 3200 1/01 Modified for VA



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102949307

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. A partial Prepayment must be in an amount not less than the next monthly principal payment or \$100, whichever is less. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. A full Prepayment will be credited on the date received by the Note Holder and no interest will be charged after that date. A partial Prepayment will be credited by the next payment due date or 30 days after the Prepayment is received by the Note Holder, whichever is earlier. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4 . 000% of my overdue payment, unless such amount exceeds the maximum amount allowed by applicable state law, in which case the Lender may collect the maximum amount allowed by such law. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 58.45

Page 2 of 4

Form 3200 1/01 Modified for VA



0010000000102949307

102949307

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

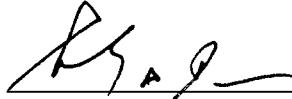
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



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102949307

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



- BORROWER - SHAUNTEZ A. DAY

[Sign Original Only]

Individual Loan Originator: ERIK SANDOVAL, NMLSR ID: 473117
Loan Originator Organization: LOANDEPOT.COM, LLC, NMLSR ID: 174457

PAY TO THE ORDER OF: _____
WITHOUT RE COURSE
loanDepot.com, LLC

BY:



Thomas Hutchinson
VP, Operations



00100000000102949307

EXHIBIT C

Deed of Trust with Satisfaction / Reconveyance

This exhibit includes three (3) pages documenting the reconveyance or lawful satisfaction of the Deed of Trust associated with the Subject Property located at 6855 Desert Island Street, Las Vegas, Nevada 89149.

The attached documents include:

- The original Deed of Trust identifying the parties and recording details
- Satisfaction language or reconveyance stamp demonstrating the lien has been released
- Page(s) affirming no outstanding security interest remains attached to the property

This evidence supports Plaintiff's cause of action for Quiet Title and affirms that all rights, interest, and equitable title have reverted to the Plaintiff free and clear of claims by the Defendants.

The reconveyance or satisfaction voids any standing to foreclose and renders further collection actions unlawful.

Reconveyances
425 Phillips Boulevard
Ewing, NJ 08618

SHAUNTEZ A DAY
6855 DESERT ISLAND ST
LAS VEGAS, NV 89149

11/01/2019

Reference To:

Loan Number: 0112347877

Property Address: 6855 DESERT ISLAND ST
LAS VEGAS, NV 89149

Dear SHAUNTEZ A DAY

Congratulations on paying the above referenced loan in full. A duplicate copy of the mortgage/deed of trust satisfaction document is enclosed for your records.

The original satisfaction has already been forwarded to the county for recording. Once recorded, the satisfaction will be available as public record should you need it for any future real estate transaction. No further action on your part is necessary at this time.

Please contact us if you have questions. We look forward to assisting you in the future.

Hours of Operation:

Customer Service: Monday - Friday, 8:30 AM to 11:00 PM ET

Collections Dept.: Monday - Friday, 8:30 AM to 10:00 PM ET

Sincerely,
Satisfaction Department
Enclosure

425 Phillips Boulevard, Ewing, NJ 08618 1-800-223-6527



Qualified Written Requests, notifications of error, or requests for information concerning your loan must be directed to: PO Box 77423, Ewing, NJ 08628

The undersigned does hereby affirm that this document submitted for recording does not contain personal information about any person.

When Recorded Mail To:
 Cenlar FSB
 C/O Nationwide Title Clearing,
 Inc. 2100 Alt. 19 North
 Palm Harbor, FL 34683
Loan Number 0112347877
Parcel #: 125-19-615-031

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

The undersigned, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** ("MERS"), AS BENEFICIARY, AS NOMINEE FOR LOANDEPOT.COM, LLC, ITS SUCCESSORS AND ASSIGNS, as the current beneficiary of that certain Deed of Trust executed by **SHAUNTEZ A DAY** (Trustor), and recorded 07/26/2018 in the Office of the Recorder of **CLARK** County, State of **Nevada**, **Instrument # 201807260000174**, of Official Records, does in accordance with the provisions of said Deed of Trust hereby substitute **NATIONWIDE TITLE CLEARING, INC.** as Trustee in place and stead of the Trustee therein, and does hereby vest **NATIONWIDE TITLE CLEARING, INC.** as substituted Trustee with all rights, title, estate, power, duty and trusts conferred by said Deed of Trust;

Dated this 01st day of November in the year 2019

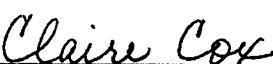
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR LOANDEPOT.COM, LLC, ITS SUCCESSORS AND ASSIGNS

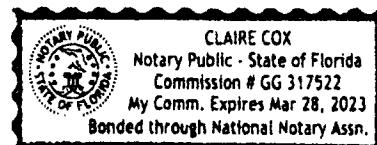

TYLER WATTS
 VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 01st day of November in the year 2019, by Tyler Watts as VICE PRESIDENT for **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** ("MERS"), AS BENEFICIARY, AS NOMINEE FOR LOANDEPOT.COM, LLC, ITS SUCCESSORS AND ASSIGNS, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she they is (are) personally known to me.


CLAIRE COX
 COMM EXPIRES: 03/28/2023



Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
 CENRC 408928789 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)
 LOANDEPOT.COM,LLC MIN 100853701029493078 MERS PHONE 1-888-679-6377 MERS Mailing
 Address: P.O. Box 2026, Flint, MI 48501-2026 DOCR T011911-01:27:11 [C-2] ERCNNV61



D0042780674

Loan Number 0112347877
 Parcel #: 125-19-615-031

WHEREAS, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR LOANDEPOT.COM, LLC, ITS SUCCESSORS AND ASSIGNS as the current Beneficiary of the certain Deed of Trust granted by SHAUNTEZ A DAY as the Trustor, and recorded 07/26/2018 in the Office of the Recorder of CLARK County, State of Nevada, under Instrument # 201807260000174, of Official Records, has appointed NATIONWIDE TITLE CLEARING, INC. as substituted Trustee in accordance with the provisions of said Deed of Trust;

WHEREAS the current beneficiary having represented to the Trustee that the obligation secured by said Deed of Trust has been fully paid and/or satisfied,

NOW THEREFORE, NATIONWIDE TITLE CLEARING, INC., as substituted Trustee, DOES HEREBY GRANT AND RECONVEY unto the parties entitled thereto, without warranty, all the estate and interest granted to said Trustee under said Deed of Trust in the lands therein described, situated in the County of CLARK, State of Nevada. Reference being hereby made specifically to said Deed of Trust and the record thereof for a particular description of said lands.

Dated this 01st day of November in the year 2019
 NATIONWIDE TITLE CLEARING, INC.

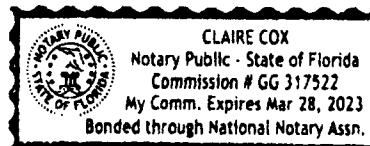
ALAN BAKER
VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 01st day of November in the year 2019, by Alan Baker as VICE PRESIDENT for NATIONWIDE TITLE CLEARING, INC., who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

CLAIRE COX

COMM EXPIRES: 03/28/2023



Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
 CENRC 408928789 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)
 LOANDEPOT.COM, LLC MIN 100853701029493078 MERS PHONE 1-888-679-6377 MERS Mailing
 Address: P.O. Box 2026, Flint, MI 48501-2026 DOCR T011911-01:27:11 [C-2] ERCNNV61



D0042780674

EXHIBIT D

Copies of Alleged Fraudulent Notes Provided by Defendants

This exhibit includes six (8) pages consisting of two distinct versions of the same promissory note that were separately sent by Defendants(Midland Mortgage) to 6855 Desert Island St. Las Vegas NV 89149 on April 14, 2025. Both versions are materially different from the original, lawfully executed, and fully satisfied note in Plaintiff's possession.

The attached pages contain the following evidence:

- Multiple inconsistent versions of the note allegedly signed by Plaintiff
- Variations in amounts, signatures, and endorsements
- Absence of any 'Paid in Full' designation or cancellation stamp
- Missing or altered identifying details inconsistent with the original contract

These inconsistencies raise significant legal issues of document tampering, forgery, or misrepresentation. They support Plaintiff's allegations of possible fraud, unlawful collection practices, and violations of Truth in Lending Act (TILA), Real Estate Settlement Procedures Act (RESPA), and Federal Reserve regulations.

This evidence also reinforces Plaintiff's demand for declaratory relief, injunctive relief, and quiet title, and further shifts the burden of proof onto the Defendants to validate the authenticity, chain of custody, and enforceability of the alleged debt instrument.

ORIGINAL

NOTE

DAY
Loan #: 103418072
MIN: 100853701034180728
Case #: 45-45-6-3102809

**NOTICE: THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE
DEPARTMENT OF VETERANS AFFAIRS OR ITS
AUTHORIZED AGENT.**

OCTOBER 7, 2019
[Date]

FOOTHILL RANCH,
[City]

CALIFORNIA
[State]

6855 DESERT ISLAND ST, LAS VEGAS, NV 89149
[Property Address]

I. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$464,760.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is LOANDEPOT.COM, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on DECEMBER 1, 2019. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on NOVEMBER 1, 2049, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO BOX 5710, CHICAGO, IL 60680-5681 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,897.34.

4. BORROWER'S RIGHT TO PREPAY

MULTISTATE FIXED RATE NOTE--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
58.47 Page 1 of 4 Form 3200 1/01 Modified for VA



103418072

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. A partial Prepayment must be in an amount not less than the next monthly principal payment or \$100, whichever is less. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. A full Prepayment will be credited on the date received by the Note Holder and no interest will be charged after that date. A partial Prepayment will be credited by the next payment due date or 30 days after the Prepayment is received by the Note Holder, whichever is earlier. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4 . 000% of my overdue payment, unless such amount exceeds the maximum amount allowed by applicable state law, in which case the Lender may collect the maximum amount allowed by such law. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

MULTISTATE FIXED RATE NOTE--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

58.47

Page 2 of 4

Form 3200 1/01 Modified for VA



103418072

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



103418072

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 6-7-2019
- BORROWER - SHAUNTEZ A DAY

[Sign Original Only]

Individual Loan Originator: J T, NMLSR ID: 1828295
Loan Originator Organization: LOANDEPOT.COM, LLC, NMLSR ID: 174457

PAY TO THE ORDER OF: MIDFIRST BANK
WITHOUT RE COURSE
loanDepot.com, LLC

BY: 

Jason Jul
VP, Secondary Marketing



NOTE

DAY
Loan #: 103418072
MIN: 100853701034180728
Case #: 45-45-6-3102809

**NOTICE: THIS LOAN IS NOT ASSUMABLE
WITHOUT THE APPROVAL OF THE
DEPARTMENT OF VETERANS AFFAIRS OR ITS
AUTHORIZED AGENT.**

OCTOBER 7, 2019
[Date]

FOOTHILL RANCH,
[City]

CALIFORNIA
[State]

6855 DESERT ISLAND ST, LAS VEGAS, NV 89149
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$464,760.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is LOANDEPOT.COM, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 2.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on DECEMBER 1, 2019. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on NOVEMBER 1, 2049, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at PO BOX 5710, CHICAGO, IL 60680-5681 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,897.34.

4. BORROWER'S RIGHT TO PREPAY

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
58.47 Page 1 of 4 Form 3200 1/01 Modified for VA



103418072

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. A partial Prepayment must be in an amount not less than the next monthly principal payment or \$100, whichever is less. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. A full Prepayment will be credited on the date received by the Note Holder and no interest will be charged after that date. A partial Prepayment will be credited by the next payment due date or 30 days after the Prepayment is received by the Note Holder, whichever is earlier. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 4.000% of my overdue payment, unless such amount exceeds the maximum amount allowed by applicable state law, in which case the Lender may collect the maximum amount allowed by such law. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 S8.47 Page 2 of 4 Form 3200 1/01 Modified for VA



103418072

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

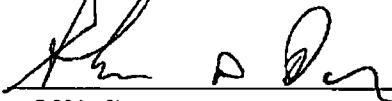
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



103418072

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 6-7-2015
- BORROWER - SHAUNTEZ A DAY

[Sign Original Only]

Individual Loan Originator: J T, NMLSR ID: 1828295

Loan Originator Organization: LOANDEPOT.COM, LLC, NMLSR ID: 174457

PAY TO THE ORDER OF: _____
WITHOUT RE COURSE
loanDepot.com, LLC

BY: _____



EXHIBIT E

Registered Mail Receipts and Return Green Cards

This exhibit includes United States Postal Service (USPS) registered mail receipts and green card return slips (Form 3811) for four (4) lawful notices sent to the Defendants via registered mail. These materials establish verifiable service, delivery, and receipt of Plaintiff's private administrative record under the highest level of federal mailing security.

The following four (4) notices were lawfully issued and served:

- 1. Cease and Desist Notice (March 24, 2025)**
- 2. Demand for Accounting and Setoff (March 31, 2025)**
- 3. Notice of Fatal Jurisdictional Defect (April 9, 2025)**
- 4. Notice of Fault and Final Opportunity to Cure (April 17, 2025)**

These documents were sent via registered mail with return receipt requested to the respective parties at their designated legal or registered addresses. No verified rebuttal was received from any party under notary seal or affidavit of truth.

This exhibit supports Plaintiff's affidavit of non-response and default, and is entered as proof of lawful presentment and dishonor in both administrative and commercial contexts. It further satisfies the requirements of due process and fair notice under federal law.

Please Add Rec

SENDER: COMPLETE THIS SECTION	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	
1. Article Addressed to: Quality Loan Service Corporation (QLS) 2763 Camino Del Rio South San Diego, CA 92108	
 9590 9402 9216 4295 0861 69	
2. Article Number (<i>Transfer from service label</i>) RF 841 794 085 US	
PS Form 3811, July 2020 PSN 7530-02-000-9053	
Domestic Return Receipt	

S SECTION ON DELIVERY

A. Signature X bourihe	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name) 6/3/25	
C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type	
<ul style="list-style-type: none"> <input type="checkbox"/> Priority Mail Express® <input checked="" type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) 	

Demands

SENDER: COMPLETE THIS SECTION	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	
1. Article Addressed to: Quality Loan Service Corporation (QLS) 2763 Camino Del Rio South San Diego, CA 92108	
 9590 9402 9216 4295 0961 68	
2. Article Number (<i>Transfer from service label</i>)	
PS Form 3811, July 2020 PSN 7530-02-000-9053	
Domestic Return Receipt	

COMPLETE THIS SECTION ON DELIVERY

A. Signature X	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
B. Received by (Printed Name) 6/3/25	
C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type	
<ul style="list-style-type: none"> <input type="checkbox"/> Priority Mail Express® <input checked="" type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) 	

Notice of Fault

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> <i>bourne</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>4/11/25</i></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to: <i>Social Loan Services Corporation 4708 Camino Del Rio North San Diego CA 92120</i></p> <p>2. Article Number (Transfer from service label) RF 841 489 165 US</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p> <p style="text-align: right;">Domestic Return Receipt</p>			

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<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> <i>b Bourne</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>4/11/25</i></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to: <i>Social Loan Services Corporation 4707 Camino Del Rio North San Diego CA 92120</i></p> <p>2. Article Number (Transfer from service label) RF 841 794 284 US</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p> <p style="text-align: right;">Domestic Return Receipt</p>			